

ALVORD AND ALVORD
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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

November 13, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 23032C FILED

NOV 13 '02

2-37 PM

SURFACE TRANSPORTATION BOARD

Re: Amtrak Trust 2000-F

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of Supplement No. 1 to Loan and Security Agreement, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Loan and Security Agreement previously filed with the Board under Recordation Number 23032.

The names and addresses of the parties to the enclosed document are:

Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market
Wilmington, DE 19891

Lender: AME Investments, LLC
c/o Ambac Capital Corp.
One Street Plaza
New York, NY 10004

Mr. Vernon A. Williams
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Page Two

A description of the railroad equipment covered by the enclosed document is:

Amtrak unit number 43357 is replaced by unit number 43351

A short summary of the document to appear in the index follows:

Supplement No. 1 to Loan and Security Agreement

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anr
Enclosures

SUPPLEMENT NO. 1 TO LOAN AND SECURITY AGREEMENT

THIS SUPPLEMENT NO. 1 TO LOAN AND SECURITY AGREEMENT dated as of November 13, 2002 (the "*Loan Agreement Supplement*") between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee under the Trust Agreement (the "*Trustee*") as defined in Annex A to the Participation Agreement dated as of August 1, 2000 among National Railroad Passenger Corporation, as lessee, The Fifth Third Leasing Company, as equity investor, Lender (as hereinafter defined), Trustee, and AME INVESTMENTS, LLC, a limited liability company established under the laws of the State of Delaware, as Lender (herein, together with its successors and assigns permitted under the Loan Agreement referred to below, the "*Lender*").

WITNESSETH:

WHEREAS, Trustee and Lender have entered into that certain Loan and Security Agreement (Amtrak Trust 2000-F) dated as of August 1, 2000 that was recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on August 1, 2000 under Recordation No. 23032-A (as modified, amended and supplemented, the "*Loan Agreement*"), which Loan Agreement provides that the Trustee (but only on the written request of the Equity Investor) and the Lender may enter into one or more amendments or supplements thereto, upon the execution of which, the Loan Agreement will be modified in accordance therewith, and such amendment or supplement will form a part of the Loan Agreement for all purposes; and

WHEREAS, Trustee, as Lessor and National Railroad Passenger Corporation (also known as Amtrak), as Lessee, have entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 2000-F) dated as of August 1, 2000 recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) under Recordation No. 23032 and (ii) Lease Supplement No. 1 (Amtrak Trust 2000-F) dated August 1, 2000 recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on August 1, 2000 under Recordation No. 23032 (as modified, amended and supplemented, the "*Lease*"; the capitalized terms used and not otherwise defined herein shall for all purposes of this Loan Agreement Supplement have the respective meanings specified therefor in Annex A to the Participation Agreement); and

WHEREAS, the Lease provides in Section 7.2 that prior to or at the time of any substitution under Section 7.2(i), Lessee shall, among other things, cause a supplement to the Loan Agreement (as hereinafter defined) covering the Replacement Unit (as hereinafter defined) to be prepared and filed for recording as provided therein; and

WHEREAS, Trustee and Lender desire to substitute the Unit bearing Amtrak Equipment Number 43357 (the "*Replaced Unit*") currently subject to the Lien of the Loan Agreement with the Amfleet I Food Service Railcar more completely described in Schedule 1 attached hereto (the "*Replacement Unit*");

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the parties hereto hereby agree as follows:

Supplement No. 1 (Loan and Security Agmt)

RECORDATION NO. 23032-C FILED

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SURFACE TRANSPORTATION BOARD

1. Trustee hereby confirms and agrees that (i) effective on and after the date hereof, the Replacement Unit shall be deemed subject to the Lien of the Loan Agreement, (ii) without limiting the foregoing, Trustee's rights and interests in the Replacement Unit under the Operative Documents are deemed included in the Collateral, and (iii) from and after the date hereof, the Replacement Unit shall be deemed a "Unit" in place of the Replaced Unit for all purposes of the Loan Agreement.

2. Lender hereby confirms and agrees that, effective on the date hereof, the Replaced Unit is released from the Lien of the Loan Agreement, and that from and after the date hereof, the Replacement Unit shall be deemed a "Unit" in place of the Replaced Unit for all purposes of the Loan Agreement.

3. Trustee hereby represents and warrants to the Lender, and Lessee has confirmed to the Trustee, that, effective on the date hereof, the Replacement Unit described in Schedule 1 attached hereto has been delivered to the Lessee, and has been inspected and duly accepted by the Lessee, and that said Schedule 1 contains a correct and complete description of the Replacement Unit.

4. Lender hereby acknowledges and consents to Lease Supplement No. 2.

5. By the execution and delivery of this Loan Agreement Supplement, Trustee and Lender reaffirm all of the terms, provisions and conditions of the Loan Agreement.

6. This Loan Agreement Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

7. Each of the parties hereto hereby authorizes the preparation, execution, delivery and/or filing of such documents and records, including, without limitation, Uniform Commercial Code financing statements (including, initial financing statements, amendments, continuation statements, and termination statements), at the expense of the Lessee, that are required to carry out the intent and purposes of this Loan Agreement Supplement and of the Lease.

IN WITNESS WHEREOF, the parties have caused this Loan Agreement Supplement No. 1 to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Trustee

By: _____

Name: _____

Title: **Monica M. Henry**
Senior Financial Services Officer

AME INVESTMENTS, LLC,
as Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Loan Agreement Supplement No. 1 to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Trustee


By: _____
Name:
Title:

AME INVESTMENTS, LLC,
as Lender

By: DRB
Name: David R. Newschiff
Title: Authorized Signatory

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

On this 7th day of November, 2002 before me personally appeared **MONICA M. HENRY**, to me personally known, who, being by me duly sworn, says that he/she is the St. Francis's vs off of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking corporation.


Notary Public

SUSANNE M. GULA
NOTARY PUBLIC

My Commission Expires Nov. 21, 2003

My Commission Expires: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 7 day of November, 2002 before me personally appeared David Neufeld, to me personally known, who, being by me duly sworn, says that he/she is the authorized Signatory of AME INVESTMENTS, LLC, that the foregoing instrument was signed on behalf of said Delaware limited liability company by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said trust company.

Kevin P. Dolan
Notary Public

My Commission Expires: 1/31/2006

KEVIN P. DOLAN
Notary Public, State of New York
No. : 01DO 5023035
Qualified in New York County
Commission Expires January 31, 2006

SCHEDULE 1 TO
LOAN AGREEMENT SUPPLEMENT NO. 1

DESCRIPTION OF REPLACEMENT UNIT

Description	Amtrak Equipment Number
One (1) Amfleet I Food Service Unit	43351

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

Nov. 13, 2002

Robert W. Alvord